

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

SHOSHANA HEBISHI,
Plaintiff,

No. 4:13-cv-10253

v.

Hon. Terrence G. Berg
Magistrate Laurie Michelson

UNITED STATES OF AMERICA, FRONTIER
AIRLINES, INC., JOHN BRAND, in his
individual capacity, UNKNOWN FBI AGENT
1, in his individual capacity, UNKNOWN FBI
AGENT 2, in his individual capacity, JOHN
ETLING, in his individual capacity, MARK
DEBEAU, in his individual capacity, JEREMY
BOHN, in his individual capacity, CAPTAIN
PATRICK DRISCOLL, in his individual
capacity, OFFICER GRANT, in his individual
capacity, LT M. WASIUKANIS, in his
individual capacity, TOYA PARKER, in her
individual capacity, DT. CARMONA, in his
or her individual capacity, OFFICER
JOHNSON, in his or her individual capacity,
CORPORAL BRADLEY, in his or her
individual capacity, UNKNOWN CBP
OFFICER, in his individual capacity, THOMAS
PIPIS, in his individual capacity, DAVID
LAKOTOS, in his individual capacity,
NATHANIEL DEVINS, in his individual
capacity, UNKNOWN TSA AGENT 1, in his
individual capacity, UNKNOWN TSA AGENT
2, in her individual capacity, ROBERT BALL,
in his individual capacity, UNKNOWN ICE
OFFICER, in his individual capacity, and
PAUL BRUMLEY, in his individual capacity,

MARK DEBEAU, OFFICER GRANT, TOYA
PARKER, DT. CARMONA, and OFFICER
JOHNSON,

Cross Plaintiffs,

v.

FRONTIER AIRLINES, INC.

Cross Defendant.

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**DEFENDANT MARK DEBEAU, OFFICER GRANT,
TOYA PARKER, DT. CARMONA, AND OFFICER JOHNSON'S
CROSS COMPLAINT
AGAINST FRONTIER AIRLINES, INC.**

NOW COMES Defendants MARK DEBEAU, OFFICER GRANT, TOYA PARKER, DT. CARMONA, and OFFICER JOHNSON (hereinafter “WCAA/Debeau, Grant, Parker, Carmona and Johnson”), by and through their counsel, Alan B. Havis of the Law Office of Alan B. Havis, Esq., and for their Cross-Complaint against Frontier Airlines, Inc. (hereinafter “Frontier”), states as follows:

1. Plaintiff Shoshana Hebshi filed a Complaint seeking damages from Defendants and Cross-Plaintiffs Mark Debeau, Officer Grant, Toya Parker, Dt. Carmona, and Officer Johnson in the captioned case.

2. Plaintiff is alleged to be a resident of Sylvania, Ohio.

3. The Wayne County Airport Authority (hereinafter “WCAA”) is a political subdivision existing pursuant to the Michigan Aeronautics Code and under the Constitution and laws of the State of Michigan, and operates within Wayne County, Michigan. The named Defendant Cross Plaintiffs are each employees of the WCAA.

4. On information and belief, Defendant and Cross Defendant Frontier Airlines, Inc. (“Frontier”) is a for profit Corporation headquartered in Colorado, with a principle place of business in Wayne County Michigan, Michigan. Further, at the date and time in question, Frontier operated its air carrier services at Detroit Metropolitan Wayne County Airport (hereinafter “Metro Airport”), located in Wayne County, Michigan.

5. The United States of America and various employees of the United States are also named defendants.

6. The acts and allegations contained in Plaintiff’s Complaint are alleged to have arisen at Metro Airport located in the County of Wayne, State of Michigan.

COUNT I

BREACH OF CONTRACT **FOR FAILURE TO INDEMNIFY AND HOLD HARMLESS**

7. WCAA/Debeau, Grant, Parker, Carmona and Johnson reallege all previous allegations as if set forth herein.

8. Plaintiff's Complaint alleges that on September 11, 2011, Shoshana Hebshi, a passenger aboard Frontier flight 623, had her civil rights violated and/or was discriminated against by the various named defendants, for their activities surrounding and involving Ms. Hebshi's detainment at Metro Airport following suspicious activity on flight 623.

9. On January 1, 2009 Frontier entered into an four Non-Signatory Airline Operating Agreement with the WCAA to lease space and operate air carrier services at Metro Airport (hereinafter "Frontier/WCAA contract").

10. Pursuant to the Frontier/WCAA contract, Frontier has agreed to indemnify, defend, and hold the WCAA including its employees harmless from and against all liability to persons related to Frontier's acts or omissions in its use of the Airport, however it shall not be liable for any injury caused by the WCAA's sole negligence.

11. This incident arose out of Frontier's operations at Metro Airport.

12. Defendant Cross Plaintiffs WCAA/Debeau, Grant, Parker, Carmona and Johnson are each employees of the WCAA.

13. Plaintiff has brought causes of action against not only WCAA employees, but also against Frontier, the United States, and numerous federal employees.

14. WCAA/Debeau, Grant, Parker, Carmona and Johnson tendered this matter to Frontier seeking indemnification pursuant to the Frontier/WCAA contract, and Frontier has failed to respond to the tender demand.

15. Failure to accept the tender by WCAA/Debeau, Grant, Parker, Carmona and Johnson violates the indemnification provision of the Frontier/WCAA contract, and as such, Frontier is liable to WCAA/Debeau, Grant, Parker, Carmona and Johnson for their attorneys fees and costs in defending this matter, and for other damages including but not limited to any settlement

entered into by the WCAA/Debeau, Grant, Parker, Carmona and Johnson or judgment rendered against them.

COUNT II

BREACH OF CONTRACT
FOR FAILURE TO OBTAIN SPECIFIED INSURANCE

16. WCAA/Debeau, Grant, Parker, Carmona and Johnson reallege all previous allegations as if set forth herein.

17. Pursuant to the Frontier/WCAA contract, Frontier was to obtain, in the name of the WCAA as an additional insured, a Comprehensive Airline Liability Insurance policy, in an amount of not less than Five Hundred Million Dollars (\$500,000,000.00) per occurrence.

18. The WCAA acts through its employees and said policy applies to WCAA/Debeau, Grant, Parker, Carmona and Johnson as employees of the WCAA.

19. A claim on Frontier's insurance policy was instituted by the WCAA/Debeau, Grant, Parker, Carmona and Johnson, and Frontier's insurer has not responded.

20. To the extent that Frontier failed to obtain the insurance specified within the Frontier/WCAA contract, Frontier breached its contract with the Airport Authority and is liable for all natural and foreseeable consequential damages sustained by WCAA/Debeau, Grant, Parker, Carmona and Johnson as a result of the breach.

WHEREFORE, WCAA/Debeau, Grant, Parker, Carmona and Johnson request that this Honorable Court enter a judgment enforcing the indemnification and insurance provisions of the Frontier/WCAA contract, and order that Frontier indemnify, defend, hold harmless, and insure WCAA/Debeau, Grant, Parker, Carmona and Johnson with regard to this matter and further award WCAA/Debeau, Grant, Parker, Carmona and Johnson all costs and legal fees incurred by them as a result of Frontier's wrongful refusal to accept their tender of defense.

Respectfully submitted,

LAW OFFICE OF ALAN B. HAVIS, ESQ.

Dated: April 15, 2013

By: /s/ Alan B. Havis

ALAN B. HAVIS (P36988)

Attorney for WCAA/Debeau, Grant,
Parker, Carmona and Johnson

CERTIFICATE OF SERVICE

I hereby certify that on 4/15/2013 I electronically filed the foregoing paper with the Clerk of the Court using the online system which will send notification of such filing to the attorneys of record.

/s/ Terri Jacques

TERRI JACQUES
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